


Firm or Company: Sport Tours International Inc 6944 N Port Washington Rd Milwaukee WI 53217-3923	<h2 style="text-align: center;">Purchase Order</h2> <div style="text-align: center;">  ILLINOIS STATE UNIVERSITY <i>Illinois' first public university</i> </div>		P.O. Number: BF198067 P.O. Date: 02/12/19 Terms: Net 30 FOB Point: Destination Req Number: 0052230 Ship by:				
Guidelines: 1. Show Purchase Order Number on all shipments and correspondence. 2. Do not include state, local or Federal Excise Taxes. ILLINOIS SALES TAX EXEMPTION ID NUMBER: E9991-3399-07 3. Inquiries, advice or changes must be sent to the Purchasing Department.	Ship To: Illinois State University Central Receiving PO# BF198067 2016 Warehouse Road Normal, IL 61790-1520		Invoice To: Illinois State University Purchasing Department Campus Box 1220 Normal, IL 61790-1220				
Special Instructions PER ATTACHED AGREEMENT							
Description Men's Basketball Foreign Tour: 8/7/19-8/17/19	Part #	Quantity	Unit	Unit Price	Amount		
<table border="1" style="width: 100%;"> <tr> <td data-bbox="73 1848 414 1934"> President Larry Dietz Signed By: [REDACTED] </td> <td data-bbox="414 1848 1128 1934"> For more information, contact Stacy L. Brown at slbrow2@ilstu.edu, 309-438-1045 or fax 309-438-5555 </td> <td data-bbox="1128 1848 1458 1934" style="text-align: right;"> Total \$110,000.00 </td> </tr> </table>					President Larry Dietz Signed By: [REDACTED]	For more information, contact Stacy L. Brown at slbrow2@ilstu.edu, 309-438-1045 or fax 309-438-5555	Total \$110,000.00
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6944 N. Port Washington Road, Milwaukee, WI 53217 * 414-228-7337 * www.sporttours.net



**ILLINOIS STATE UNIVERSITY
ITALY INTERNATIONAL TOUR
MEN'S BASKETBALL
ROME * FLORENCE * VENICE**



August 7-17, 2019

* The Board of Trustees of

For This contract for an International Tour (hereinafter Tour) made and entered into on November 8, 2018 by and between Sport Tours International, Inc. (hereinafter STI) and the Illinois State University (hereinafter Illinois State) stipulates:

Sport Tours International Responsibilities

Transportation: Nonstop airfare from Chicago to Rome, home from Venice. All transportation while in Italy.

Accommodations: Four-star hotels while in Italy for nine nights. Suite upgrade for head coach.

Meals: Breakfast daily.

Excursions/Sightseeing: Tour of Venice, boat ride in Venice, Bike tour of Florence, Accademia in Florence, Boat ride in Florence, Tour of Rome, Tour of Colosseum, Vatican and Sistine Chapel, Scavenger Hunt in Rome.

Competition: Arrangements for three games.

Tour Escorts: Company escort & European guide will accompany the group.

Illinois State University Responsibilities

Transportation: Ground transportation to and from domestic airport.

Travel and Rooming Lists: Provide full travel party and rooming list with all names and information in order to purchase airfare and secure hotel reservations by June 1, 2019.

Official Travel Party: Price is based off a minimum of 25 people in the travel party.

Passports: Obtain a passport that is valid for a minimum of 90 days after return date to the U.S.

International National Team Members: Confirm that travelers have the proper documentation needed to enter Europe and reenter the U.S.

Travel Insurance: Secure travel and medical insurance for each member of the travel party.

Meals: Lunch & Dinner.

Miscellaneous: Incidental costs including, but not limited to, airline name change and cancellation fees, airline baggage costs, phone calls, Wi-Fi and Internet, laundry, shopping, additional sightseeing and special requests.

Cost: \$4,395 per person double occupancy; \$4,995 per person single occupancy

Payment Schedule

\$25,000 non-refundable payment due within 30 days of signed contract

\$40,000 due April 15, 2019

Remaining balance due July 15, 2019

For All payments shall be made per the prompt Payment Act of Illinois.

STI Initials

Illinois State Initials

Additional Terms

In the event of a circumstance, beyond the control of STI, that requires Illinois State to stay additional nights on the Tour and/or modify its flight itinerary, Illinois State will be responsible for any additional associated costs.

E0 University Certifications and Additional Terms and Data Security Addendum
Cancellations and Refunds shall be incorporated into this agreement as Attached.

If Sport Tours International cancels the Tour (except for reasons noted below in "Force Majeure"), Illinois State will receive all money paid and will be released from all conditions of this contract.

If Illinois State cancels its participation in the Tour all deposits and payments will be forfeited. In addition, Illinois State is responsible for paying documented unrecoverable expenses if total cost is greater than the deposits received.

Illinois State will be responsible for any costs associated with individual rooming list or travel list name changes and cancellations after the original list has been submitted. Any individual cancellations within 30 days of departure will be charged the full contracted price.

Force Majeure: Sport Tours International is not responsible for the cancellation or delay of the Tour if caused by an act of war, hostility, or sabotage; act of God; electrical, internet telecommunication outage or transportation interruption, government restriction, or other event outside its reasonable control. If the Tour is cancelled due to Force Majeure, Illinois State will receive all deposits and payments up to the date of cancellation less documented, unrecoverable expenses. Both parties will make reasonable efforts to mitigate the effect of a force majeure event.



Sport Tours International

Date: 2/12/19

The Board of Trustees of
Illinois State University



Athletic Director or Designee Director of Purchases

Date: 2/12/19

Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3
4. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80
6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5

- .7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10
- .8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e)
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12
- .12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565
20. Drug Free Workplace

3.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act

3.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587
25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20160 and 50-37.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43

Additional Terms:

Assignment and Subcontracting: (30 ILCS 500/20-120) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

Audit / Retention of Records: (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

Transportation Sustainability Procurement Program Act (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

Data Security Addendum- GDPR Version

Vendor acknowledges and agrees that compliance with this Addendum in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. If the Parties determine that any clause in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

UNLESS SPECIFICALLY EXEMPTED, THE FOLLOWING CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS APPLY TO UNIVERSITY DATA MADE AVAILABLE TO THE VENDOR UNDER THE TERMS OF THIS AGREEMENT.

REQUIRED CONDITIONS:

1. Order of Precedence:

This Version shall only become used if the Agreement incorporates transfers of Personal Data, as defined in this Section, from Data Subjects from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws (excluding any transactions subject to the US Privacy Shield Framework). In the event of any such transfer, the provisions of this Addendum and the Standard Contractual Clauses shall take precedence over any contrary provisions of this Agreement.

2. Definitions: The following terms shall be defined as follows for purposes of the Agreement.

- a. **"Data Controller"** means the entity which determines the purposes and means of the Processing of Personal Data.
- b. **"Data Processor"** or **"data importer"** meaning the processor who agrees to receive from the University personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- c. **"Data Protection Laws"** means the Directive, the General Data Protection Regulation, Local Data Protection Laws, any subordinate legislation and regulation implementing the General Data Protection Regulation, and all Privacy Laws.
- d. **"Directive"** means the EU Data Protection Directive 95/46/EC (as amended).
- e. **"General Data Protection Regulation"** means the European Union Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- f. **'Personal data', 'Special categories of data', 'Process/processing', 'Controller', 'Processor' and 'Sub-Processor', 'Data subject' and 'Supervisory authority'** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- g. **"Personal Data Breach"** means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data subject to this agreement.
- h. **"University Personal Data"** refers to any Personal Data provided by the University to the Vendor.
- i. **"Standard Contractual Clauses"** means Clauses attached as Attachment pursuant to the European Commission's decision of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

3. Processing

- a. University is the Controller of University Personal Data. Vendor is appointed as the Processor for University Personal Data.
- b. A list of categories of Data Subjects, types of Client Personal Data, Special Categories of Personal Data and the nature, purpose, and subject matter of the processing activities is set out in the Standard Contractual Clauses Appendix 1. The duration of the Processing corresponds to the duration of the Agreement.

- c. Vendor agrees to Process University Personal Data according to the University's written instructions as defined by this Agreement. If Vendor believes any instruction violates the GDPR or other applicable data protection regulations, Vendor will inform University without undue delay and may suspend the performance until University has modified or confirmed the lawfulness of the requests in writing.
 - d. Vendor will comply with all Data Protection Laws applicable to Processors in providing Services under this Agreement.
 - e. Vendor represents and warrants that it requires all of its personnel authorized to Process University Personal Data to commit themselves to confidentiality and not Process such University Personal Data for any other purposes, except on instructions from University or unless required by applicable law.
4. **Transborder Data Processing**
- a. By agreeing to this Addendum, University is entering into the EU Standard Contractual Clauses as defined with the Vendor and/or Subprocessors established outside either the European Economic Area or countries considered by the European Commission to have adequate protection.
 - b. Vendor and University agree that the EU Standard Contractual Clauses, including any claims arising from them, are subject to the terms set forth in the Agreement, including the exclusions and limitations of liability. In case of conflict, the EU Standard Contractual Clauses shall prevail.
5. **Data Subject Rights and Requests**
- a. To the extent permitted by law, Vendor inform University of requests from Data Subjects exercising their Data Subject rights (e.g. rectification, deletion and blocking of data) addressed directly to Vendor regarding University Personal Data. University shall be responsible to respond to such requests of Data Subjects. Vendor will reasonably assist University in responding such Data Subject requests in accordance with this Agreement.
 - b. Subject to the terms of the Agreement, University may claim from Vendor amounts paid to a Data Subject for a violation of their Data Subject rights caused by Vendor's breach of its obligations under GDPR.
6. **University Data Security Protections**: Vendor shall provide commercially reasonable and adequate protection on its network and systems to protect University data from unauthorized access, acquisition, destruction, use modification or disclosure that shall include but not be limited to include firewalls and intrusion detection/prevention, authentication and encryption capabilities (including mobile devices, USB storage devices and backup media) in accordance with standard industry practices. Vendor will implement and maintain technical and organizational measures set forth in the Standard Contract Clauses Appendix 2
7. **Third-Party Assurances / Subcontractors**:
- a. Vendor shall notify University of any Subprocessors, as that term is defined under Data Protection Laws, it intends to use in providing Services. Vendor may only release University Personal Data to a Subprocessor (e.g. subcontractor, affiliate or other third party) with the designated University authorized official's prior written consent and provided that such subcontractor, affiliate, or other third party agrees to comply with all provisions of this Agreement.
 - b. Within 30 days after Vendor's notification of its intention to use a Subprocessor, University can object to the addition of a Subprocessor on the basis that such addition would cause University to violate applicable legal requirements. University's objection shall be in writing and include University's specific reasons for its objection and options to mitigate, if any.
 - c. If University does not object within such period the respective Subprocessor may be commissioned to Process University Personal Data. Vendor shall impose substantially similar data

protection obligations as set out in this Agreement on any approved Subprocessor prior to the Subprocessor Processing any University Personal Data.

- d. If University's legitimately objects to the addition of a Subprocessor and Vendor cannot reasonably accommodate University's objection Vendor will notify University. University may terminate the affected Services by providing Vendor with a written notice within one month of Vendor's notice.
- e. Vendor will not disclose University Personal Data to any other third party, unless authorized by the University or required by law. If a government or Supervisory Authority demands access to University Personal Data, Vendor will notify University prior to disclosure, unless prohibited by law.

8. Vendor Monitoring/Audit:

- a. With prior written notice, University (or its agent or affiliate) may audit Vendor's use of the University Data to ensure that Vendor is in compliance with the terms of this Agreement. Upon University's written request, Vendor will provide University or its mandated auditor with the most recent certifications and/or summary audit report(s), which Vendor has procured to regularly test, assess and evaluate the effectiveness of its technical and organizational security measures. Vendor will keep complete and accurate records of all use of University data, including a log file of all employees with access to University Data. Vendor will reasonably cooperate with University by providing available information. University may at its own expense and upon no less than five working days written notice audit Vendor's use, access, or maintenance of the University Data. As part of such audit, University is entitled to obtain physical and electronic data concerning use of University's data upon submitting a reasonable request to Vendor. Such audit will not interfere unreasonably with Vendor's business activities, will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material breach. If an audit reveals the Vendor has breached this Agreement, University may immediately terminate the Agreement.
- b. If further information is needed by University to comply with its own or other Controllers audit obligations or a competent Supervisory Authority's request, University will inform Vendor in writing to enable Vendor to provide such information or to grant University access to it. To the extent it is not possible to otherwise satisfy an audit obligation mandated by applicable law, only legally mandated entities (such as a governmental regulatory agency having oversight of University's operations) the University or its mandated auditor may conduct an onsite visit of the facilities used to provide the Service, during normal business hours and only in a manner that causes minimal disruption to Vendor's business. Each party will bear its own costs in furtherance of this paragraph.

9. Return/Destruction of Data:

- i. As applicable and in accordance with law, within a reasonable time period after termination of this Agreement, for any reason, Vendor shall return or destroy (as specified by the University) all University data and indexing information received from University, or created or received by Vendor on behalf of the University. This provision shall apply to data in the possession of subcontractors or agents of Vendor.
- ii. Destruction of University data will be conducted in accordance with standard industry practices deemed acceptable by the University and Illinois State Record Act requirements.
- iii. Vendor shall provide proof or certification of destruction of the data to the University's Information Security Officer.

10. Breach:

Vendor will notify University without undue delay after becoming aware of a Personal Data Breach with respect to the Services. University will promptly investigate the Personal Data Breach and will assist University as set out in this Agreement.

- a. **Notice:** Vendor, including any subcontractors, affiliates, and third parties, shall report in the most expedient timeframe possible but no later than 48 hours to the University Information Security Officer (i) any breach of security involving, or potentially involving, University Data, or (ii) any use or disclosure of University Data other than the Permitted Uses or breach of federal and state privacy laws. Vendor shall fully cooperate with the University with respect thereto. The University Information Security Officer can be contacted e-mailing informationsecurityoffice@illinoisstate.edu. Vendor will assist University by technical and organizational measures, insofar as possible, for the fulfillment of University's obligation to comply with the rights of Data Subjects and in ensuring compliance with University's obligations relating to the security of Processing, the notification of a Personal Data Breach and the Data Protection Impact Assessment, taking into account the information available to Vendor. University will make a written request for any assistance referred to in this DPA. Vendor will charge Client no more than a reasonable charge to perform such assistance such charges to be set forth in a quote and agreed in writing by the parties.
- b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Personal Data as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

ADDITIONAL DATA SECURITY TERMS & CONDITIONS:

Please check those terms and conditions applicable to this Agreement.

☐ **Vendor Certifications:** Prior to performing services which require access to, transmission of and/or storage of **Personally Identifiable & Protected University Data**, Vendor will provide a third party certification of compliance with standard industry practices in a form acceptable to the University Information Security Officer.

☐ **FERPA.** Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of **Personally Identifiable & Protected University Data** from education records as defined in 34 CFR § 99.00 et seq. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, personally Identifiable Information from education records except as authorized by the University in writing.

☐ **Health Insurance Portability and Accountability Act ("HIPAA"):** If the Vendor is a "covered entity" as that term is defined under HIPAA, the Vendor shall enter into a Business Associate Agreement with the University. If the Vendor is not a "covered entity" as that term is defined under HIPAA, the Vendor acknowledges i) any students working at the Vendor's site or under the Vendor's supervision and control are part of the Vendor's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and ii) no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

☐ **PCI Standards:** If, in the course of providing services to University, Vendor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vendor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.